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FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

MAR 26 2024

SEAN F. MCAVOY, CLERK
DEPUTY
YAKIMA, WASHINGTON

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Case No.: 1:22-CR-02037-MKD

Plaintiff,

Plea Agreement

v.

Fed. R. Crim. P. 11(c)(1)(C)

JAIME HERRERA,

Defendant.

Plaintiff United States of America, by and through Vanessa R. Waldref, United States Attorney the Eastern District of Washington, and Earl A. Hicks and Michael J. Ellis, Assistant United States Attorneys for the Eastern District of Washington, and Defendant Jaime Herrera ("Defendant"), both individually and by and through Defendant's counsel, Lorinda Youngcourt and Paul E. Shelton, agree to the following Plea Agreement.

1. Waiver of Indictment

Defendant, having been advised of the right to be charged by Indictment, agrees to waive that right and enter a plea of guilty to the charges brought by the United States in an Information.

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2. Guilty Plea and Maximum Statutory Penalties

Defendant agrees to enter a plea of guilty to the Information filed on March 26, 2024, which charges Defendant with Second Degree Murder in Indian Country, in violation of 18 U.S.C. §§ 1111, 1152, a Class A felony, and Assault with a Dangerous Weapon in Indian Country, in violation of 18 U.S.C. §§ 113(a)(3), 1152, a Class C felony.

Defendant understands that the following potential penalties apply to Second Degree Murder in Indian Country, in violation of 18 U.S.C. §§ 1111, 1152:

- a. a term of imprisonment of any term of years or life;
- b. a term of supervised release of not more than five years;
- c. a fine of up to \$250,000; and
- d. a \$100 special penalty assessment.

Defendant understands that the following potential penalties apply to Assault with a Dangerous Weapon in Indian Country, in violation of 18 U.S.C. §§ 113(a)(3), 1152:

- a. a term of imprisonment of not more than ten years;
- b. a term of supervised release of not more than three years;
- c. a fine of up to \$250,000; and
- d. a \$100 special penalty assessment.

3. Waiver of Statute of Limitations

Defendant understands that the charges brought by the United States in an Information – Second Degree Murder in Indian Country, in violation of 18 U.S.C. §§ 1111, 1152, and Assault with a Dangerous Weapon in Indian Country, in violation of 18 U.S.C. §§ 113(a)(3), 1152 – are subject to a five-year statute of limitations. *See* 18 U.S.C. § 3282(a). Defendant, having been advised of the statute of limitations, agrees to waive the statute of limitations, and any associated statutory bar to the charges in the Information, and enter a plea of guilty to the charges brought by the United States in an Information.

1 4. Supervised Release

2 Defendant understands that if Defendant violates any condition of
3 Defendant's supervised release, the Court may revoke Defendant's term of
4 supervised release, and require Defendant to serve in prison all or part of the term
5 of supervised release authorized by statute for the offense that resulted in such term
6 of supervised release without credit for time previously served on post release
7 supervision, up to the following terms:

- 8 a. 5 years in prison if the offense that resulted in the term of
9 Supervised Release is a class A felony,
10 b. 3 years in prison if the offense that resulted in the term of
11 Supervised Release is a class B felony, and/or
12 c. 2 years in prison if the offense that resulted in the term of
13 Supervised Release is a class C felony.

14 Accordingly, Defendant understands that if Defendant commits one or more
15 violations of supervised release, Defendant could serve a total term of
16 incarceration greater than the maximum sentence authorized by statute for
17 Defendant's offense or offenses of conviction.

18 5. The Court is Not a Party to this Plea Agreement

19 The Court is not a party to this Plea Agreement and may accept or reject it.
20 Defendant acknowledges that no promises of any type have been made to
21 Defendant with respect to the sentence the Court will impose in this matter.

22 Defendant understands the following:

- 23 a. sentencing is a matter solely within the discretion of the Court;
24 b. the Court is under no obligation to accept any recommendations
25 made by the United States or Defendant;
26 c. the Court will obtain an independent report and sentencing
27 recommendation from the United States Probation Office;
28

- d. the Court may exercise its discretion to impose any sentence it deems appropriate, up to the statutory maximum penalties; and
- e. the Court is required to consider the applicable range set forth in the United States Sentencing Guidelines, but may depart or vary upward or downward under certain circumstances.

6. Potential Immigration Consequences of Guilty Plea

If Defendant is not a citizen of the United States, Defendant understands the following:

- a. pleading guilty in this case may have immigration consequences;
- b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;
- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

Defendant affirms that Defendant is knowingly, intelligently, and voluntarily pleading guilty as set forth in this Plea Agreement, regardless of any immigration consequences that Defendant's guilty plea may entail.

7. Waiver of Constitutional Rights

Defendant understands that by entering this guilty plea, Defendant is knowingly and voluntarily waiving certain constitutional rights, including the following:

- a. the right to a jury trial;
- b. the right to see, hear and question the witnesses;
- c. the right to remain silent at trial;

d. the right to testify at trial; and

e. the right to compel witnesses to testify.

While Defendant is waiving certain constitutional rights, Defendant understands that Defendant retains the right to be assisted by an attorney through the sentencing proceedings in this case and any direct appeal of Defendant's conviction and sentence, and that an attorney will be appointed at no cost if Defendant cannot afford to hire an attorney.

Defendant understands and agrees that any defense motions currently pending before the Court are mooted by this Plea Agreement, and Defendant expressly waives Defendant's right to bring any additional pretrial motions.

8. Elements of the Offense

The United States and Defendant agree that, in order to convict Defendant of Second Degree Murder in Indian Country, in violation of 18 U.S.C. §§ 1111, 1152, the United States would have to prove the following beyond a reasonable doubt.

- a. *First*, on or about July 19, 2017, within the Eastern District of Washington, Defendant unlawfully killed W.G.O.;
- b. *Second*, Defendant killed W.G.O. with malice aforethought;
- c. *Third*, the killing occurred within the external boundaries of the Yakama Nation Indian Reservation, in Indian Country; and
- d. *Fourth*, W.G.O. was an Indian.

The United States and Defendant agree that, in order to convict Defendant of Assault with a Dangerous Weapon in Indian Country, in violation of 18 U.S.C. §§ 113(a)(3), 1152, the United States would have to prove the following beyond a reasonable doubt.

- a. *First*, on or about July 19, 2017, within the Eastern District of Washington, Defendant assaulted C.E. using a display of force that reasonably caused C.E. to fear immediate bodily harm;
- b. *Second*, Defendant acted with the intent to do bodily harm;

- c. *Third*, Defendant used a dangerous weapon;
- d. *Fourth*, the assault occurred within the external boundaries of the Yakama Nation Indian Reservation, in Indian Country; and
- e. *Fifth*, C.E. was an Indian.

9. Factual Basis and Statement of Facts

The parties agree to the following: the facts set forth below are accurate; the United States could prove these facts beyond a reasonable doubt at trial; and these facts constitute an adequate factual basis for Defendant's guilty plea.

The parties agree that this statement of facts does not preclude either party from presenting and arguing, for sentencing purposes, additional facts that are relevant to the Sentencing Guidelines computation or sentencing, unless otherwise prohibited in this Plea Agreement.

On July 19, 2017, at approximately 3:15 a.m., W.G.O., an enrolled member of the Confederated Tribes and Bands of the Yakama Nation, and C.E., an enrolled member of the Nez Perce Tribe, were walking down a road between Garfield Elementary School and Garfield Park in Toppenish, Washington. The location is within the external boundaries of the Yakama Nation Indian Reservation and in Indian Country. The location is also within the Eastern District of Washington.

A light-colored SUV pulled up alongside W.G.O. and C.E.; the vehicle was later identified as a 2007-2015 Ford Edge with an SEL trim package. The driver of the Ford Edge asked W.G.O. and C.E. "what do you claim?" "What do you claim?" is a question commonly asked by gang members when inquiring into another individual's gang status. W.G.O. and C.E. responded that they didn't claim anything. The driver then left, made a U-turn, and drove back to W.G.O. and C.E. The driver again asked "what do you claim?" The driver then pulled out a rifle, stated "you fuckin leva," and shot W.G.O. "Leva" is a term used by gang members to identify an individual believed or perceived to be a traitor or turncoat to the

1 gang. C.E. was standing right next to W.G.O. when W.G.O. was shot. A .223
2 caliber casing was recovered near W.G.O.'s body.

3 Defendant was later identified as the driver of the Ford Edge and individual
4 who shot W.G.O. by two persons: one who was present in the Ford Edge with
5 Defendant at the time of the shooting and another who the Defendant told about
6 the shooting on multiple occasions after the shooting. Defendant was also
7 identified as:

- 8 1. A Sureno gang member.
- 9 2. The registered owner of a 2007-2015 Ford Edge with an SEL trim
10 package.
- 11 3. The individual associated with a cellular device that was located around
12 Garfield Elementary School between 3:17 a.m. and 3:26 a.m. on July 19,
13 2017.
- 14 4. Posting on Facebook – on July 12, 2017 – that “They know wassup when
15 i pull out my baby” followed by a photograph of a rifle, identified by
16 Defendant as an AR-15, located on the front passenger seat of
17 Defendant's Ford Edge. An AR-15 firearm can be configured to fire .223
18 caliber ammunition, the same caliber as the shell casing recovered near
19 W.G.O.'s body.

20 Defendant admits that he shot and killed W.G.O. with malice aforethought
21 within the external boundaries of the Yakama Nation Indian Reservation, in Indian
22 Country, on July 19, 2017. Defendant further admits that he shot and killed
23 W.G.O. due to Defendant's beliefs regarding W.G.O.'s gang affiliation. Defendant
24 further admits that he pointed the firearm in C.E.'s direction when shooting
25 W.G.O., thereby causing C.E. to reasonably fear bodily injury from the dangerous
26 weapon. Defendant further admits that he – in addition to intending to kill W.G.O.
27 – acted with intent to cause harm.

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1 10. The United States' Agreements

2 The United States Attorney's Office for the Eastern District of Washington
3 agrees that at the time of sentencing, the United States will move to dismiss the
4 Indictment filed on April 5, 2022, which charges Defendant with, in Count 1, First
5 Degree Murder in Indian Country, in violation of 18 U.S.C. §§ 1111, 1152, in
6 Count 2, Assault with a Dangerous Weapon in Indian Country, in violation of
7 18 U.S.C. §§ 113(a)(3), 1152, and, in Count 3, Discharging and Using a Firearm
8 During and in Relation to a Crime of Violence, in violation of 18 U.S.C. § 924(c).

9 The United States Attorney's Office for the Eastern District of Washington
10 agrees not to bring additional charges against Defendant based on information in
11 its possession at the time of this Plea Agreement that arise from conduct that is
12 either charged in the Indictment or identified in discovery produced in this case,
13 unless Defendant breaches this Plea Agreement before sentencing.

14 11. United States Sentencing Guidelines Calculations

15 Defendant understands and acknowledges that the United States Sentencing
16 Guidelines ("U.S.S.G." or "Guidelines") apply and that the Court will determine
17 Defendant's advisory range at the time of sentencing.

18 a. Base Offense Level

19 The United States and Defendant stipulate and agree that the base offense
20 level for Second Degree Murder is thirty-eight (38). *See* U.S.S.G. § 2A1.2(a).¹

21 b. Acceptance of Responsibility

22 The United States will recommend that Defendant receive a three-level
23 downward adjustment for acceptance of responsibility, pursuant to U.S.S.G.
24 § 3E1.1(a), (b) if Defendant does the following:

- 25 i. accepts this Plea Agreement;
- 26

27 ¹ The United States and Defendant acknowledge that further Guidelines
28 calculations pursuant to U.S.S.G. § 3D1.1 will be conducted to determine
Defendant's total adjusted offense level.

- ii. enters a guilty plea at the first Court hearing that takes place after the United States offers this Plea Agreement;
- iii. demonstrates recognition and affirmative acceptance of Defendant's personal responsibility for Defendant's criminal conduct;
- iv. provides complete and accurate information during the sentencing process; and
- v. does not commit any obstructive conduct.

The parties agree that, at its option and on written notice to Defendant, the United States may elect not to recommend a reduction for acceptance of responsibility if, before sentencing, Defendant is convicted of any criminal offense or, if Defendant tests positive for any controlled substance.

c. No Other Agreements

The parties have no other agreements regarding the Guidelines or the application of any Guidelines enhancements, departures, or variances. Defendant understands and acknowledges that the United States is free to make any sentencing arguments it sees fit, including arguments arising from Defendant's uncharged conduct, conduct set forth in charges that will be dismissed pursuant to this Agreement, and Defendant's relevant conduct.

d. Criminal History

The parties have no agreement and make no representations about Defendant's criminal history category, which will be determined by the Court after the United States Probation Office prepares and discloses a Presentence Investigation Report.

12. Incarceration

Defendant acknowledges that this Plea Agreement is entered pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) ("Rule 11(c)(1)(C)"). Pursuant to Rule 11(c)(1)(C), the United States and Defendant agree that the appropriate

1 disposition of the case is a sentence of 360 months imprisonment. Further,
2 pursuant to Rule (c)(1)(C), the United States and Defendant agree that the 360-
3 month sentence should be run consecutively to Defendant's 240-month sentence in
4 Yakima County Superior Court Case No. 19-1-00669-39. The United States and
5 Defendant agree to make the above sentencing recommendation to the Court.
6 Although the United States and Defendant agree to make the above
7 recommendation to the Court pursuant to Rule 11(c)(1)(C), Defendant
8 acknowledges that no promises of any type have been made to Defendant with
9 respect to the sentence the Court will ultimately impose.

10 Defendant understands that Defendant may withdraw from this Plea
11 Agreement if the Court imposes a term of imprisonment of greater than
12 360 months or indicates its intent to do so. Defendant also understands that the
13 United States may withdraw from this Plea Agreement if the Court imposes a term
14 of imprisonment of less than 360 months or indicates its intent to do so. Defendant
15 also understands that the United States may withdraw from this Plea Agreement if
16 the Court does not impose the 360-month sentence consecutively to Defendant's
17 240-month sentence in Yakima County Superior Court Case No. 19-1-00669-39 or
18 indicates its intent to run the sentences – all or in part – concurrently.

19 The United States and Defendant acknowledge that the imposition of any
20 fine, restitution, or conditions of Supervised Release are not part of the
21 Rule 11(c)(1)(C) nature of this Plea Agreement; that the United States and
22 Defendant are free to make any recommendations they deem appropriate as to the
23 imposition of fines, restitution, or conditions of Supervised Release; and that the
24 Court will exercise its discretion in this regard. The United States and Defendant
25 acknowledge that the Court's decisions regarding the imposition of fines,
26 restitution, or conditions of Supervised Release will not provide bases for
27 Defendant to withdraw Defendant's guilty plea or withdraw from this
28 Rule 11(c)(1)(C) Plea Agreement.

1 Defendant acknowledges that if either the United States or Defendant
2 successfully withdraws from this Plea Agreement, the Plea Agreement becomes a
3 nullity, and the United States is no longer bound by any representations within it.

4 13. Supervised Release

5 The United States and Defendant jointly agree to recommend that the Court
6 impose a five (5) year term of supervised release. Defendant agrees that the
7 Court's decision regarding the term and conditions of Supervised Release is final
8 and non-appealable; that is, even if Defendant is unhappy with the conditions of
9 Supervised Release ordered by the Court, that will not be a basis for Defendant to
10 withdraw Defendant's guilty plea, withdraw from this Plea Agreement, or appeal
11 any condition of the Supervise Release.

12 The United States and Defendant agree to recommend that in addition to the
13 standard conditions of supervised release imposed in all cases in this District, the
14 Court should also impose the following conditions:

15 (a) that Defendant participate and complete such drug testing and
16 drug treatment programs as the Probation Officer directs, but not to
17 exceed six non-treatment drug tests per month during the imposed
18 term of supervised release;

19 (b) that Defendant's person, residence, office, vehicle, and
20 belongings are subject to search, at a sensible time and manner, at the
21 direction of the Probation Officer, based upon reasonable suspicion of
22 contraband or evidence of a violation of a condition of supervision;
23 and

24 (c) that Defendant have no contact with any identified witness,
25 victim, or family member of a victim identified in this case.

26 14. Criminal Fine

27 The United States and Defendant agree to recommend that no fine be
28 imposed. Defendant agrees that the Court's decision regarding a fine is final and

1 non-appealable; that is, even if Defendant is unhappy with any fine ordered by the
2 Court, that will not be a basis for Defendant to withdraw Defendant's guilty plea,
3 withdraw from this Plea Agreement, or appeal any fine imposed.

4 15. Mandatory Special Penalty Assessment

5 Defendant agrees to pay the \$200 mandatory special penalty assessment to
6 the Clerk of Court for the Eastern District of Washington. *See* 18 U.S.C. § 3013.

7 16. Restitution

8 The United States and Defendant agree that restitution is appropriate and
9 mandatory, without regard to Defendant's economic situation, pursuant to
10 18 U.S.C. §§ 3663A, 3664, for the offense conduct to which Defendant has pled
11 guilty for all victims, as defined by 18 U.S.C. § 3663A(a)(2), who were directly
12 and proximately harmed by the offense conduct, including any representatives of
13 any victim's estate. Furthermore, pursuant to 18 U.S.C. § 3663A(a)(3), Defendant
14 voluntarily agrees to pay restitution for all losses, as defined by 18 U.S.C.
15 § 3663A(b)(2)-(4), caused by Defendant's individual conduct, in exchange for the
16 United States not bringing additional potential charges, regardless of whether
17 counts associated with such losses will be dismissed as part of this Plea
18 Agreement.

19 With respect to restitution, the United States and Defendant agree to the
20 following:

21 a. Restitution Amount and Interest

22 The United States and Defendant stipulate and agree that, pursuant to
23 18 U.S.C. §§ 3663, 3663A and 3664, the Court should order restitution in an
24 amount to be determined at sentencing, and that any interest on this restitution
25 amount, if any, should be waived.

26 The United States and Defendant stipulate and agree that restitution shall be
27 ordered to W.G.O., any representative of W.G.O.'s estate, C.E., and/or any third-
28

1 party compensating the victims or their estates, including Crime Victim's
2 Compensation. 18 U.S.C. § 3664(j)(1).

3 b. Payments

4 To the extent restitution is ordered, the United States and Defendant agree
5 that the Court will set a restitution payment schedule based on Defendant's
6 financial circumstances. 18 U.S.C. § 3664(f)(2), (3)(A). Regardless, Defendant
7 agrees to pay not less than 10% of Defendant's net monthly income towards
8 restitution.

9 c. Treasury Offset Program and Collection

10 Defendant understands the Treasury Offset Program ("TOP") collects
11 delinquent debts owed to federal agencies. If applicable, the TOP may take part or
12 all of Defendant's federal tax refund, federal retirement benefits, or other federal
13 benefits and apply these monies to Defendant's restitution obligations. 26 U.S.C.
14 § 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

15 Defendant understands that the United States may, notwithstanding the
16 Court-imposed payment schedule, pursue other avenues to ensure the restitution
17 obligation is satisfied, including, but not limited to, garnishment of available funds,
18 wages, or assets. 18 U.S.C. §§ 3572, 3613, and 3664(m).

19 Nothing in this acknowledgment shall be construed to limit Defendant's
20 ability to assert any specifically identified exemptions as provided by law, except
21 as set forth in this Plea Agreement.

22 Until Defendant's fine and restitution obligations are paid in full, Defendant
23 agrees fully to disclose all assets in which Defendant has any interest or over
24 which Defendant exercises control, directly or indirectly, including those held by a
25 spouse, nominee or third party.

26 Until Defendant's fine and restitution obligations are paid in full, Defendant
27 agrees to provide waivers, consents, or releases requested by the U.S. Attorney's
28 Office to access records to verify the financial information.

1 d. Notifications and Waivers

2 Defendant agrees to notify the Court and the United States of any material
3 change in Defendant's economic circumstances (e.g., inheritances, monetary gifts,
4 changed employment, or income increases) that might affect Defendant's ability to
5 pay restitution. 18 U.S.C. § 3664(k). Defendant also agrees to notify the United
6 States of any address change within 30 days of that change. 18 U.S.C.
7 § 3612(b)(1)(F). These obligations cease when Defendant's fine and restitution
8 obligations are paid in full.

9 Defendant acknowledges that the Court's decision regarding restitution is
10 final and non-appealable; that is, even if Defendant is unhappy with the amount of
11 restitution ordered by the Court, that will not be a basis for Defendant to withdraw
12 Defendant's guilty plea, withdraw from this Plea Agreement, or appeal
13 Defendant's conviction, sentence, or restitution order.

14 17. Payments While Incarcerated

15 If Defendant lacks the financial resources to pay the monetary obligations
16 imposed by the Court, Defendant agrees to earn money toward these obligations by
17 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

18 18. Additional Violations of Law Can Void Plea Agreement

19 The United States and Defendant agree the United States may, at its option
20 and upon written notice to Defendant, withdraw from this Plea Agreement or
21 modify its sentencing recommendation if, before sentencing, Defendant is
22 convicted of any criminal offense or tests positive for any unlawful controlled
23 substance.

24 19. Waiver of Appeal Rights

25 Defendant understands that Defendant has a limited right to appeal or
26 challenge Defendant's conviction and the sentence imposed by the Court.

27 In return for the concessions that the United States has made in this Plea
28 Agreement, Defendant agrees to waive Defendant's right to appeal Defendant's

1 conviction and sentence if the Court imposes a term of imprisonment consistent
2 with the terms of this Rule 11(c)(1)(C) Plea Agreement.

3 If the Court indicates its intent to impose a sentence above the
4 Rule 11(c)(1)(C) terms of this Plea Agreement and Defendant chooses *not* to
5 withdraw, then Defendant: (a) may appeal only Defendant's sentence, but not
6 Defendant's conviction and (b) may appeal only the substantive reasonableness of
7 Defendant's sentence.

8 Defendant further expressly agrees that, should the Court indicate its intent
9 to impose a sentence above the Rule 11(c)(1)(C) terms of this Plea Agreement,
10 Defendant agrees that Defendant has fourteen (14) days from the sentencing
11 hearing to file with the Court a notice of withdrawal from the Rule 11(c)(1)(C)
12 Plea Agreement. Defendant expressly waives Defendant's right to withdraw from
13 the Rule 11(c)(1)(C) Plea Agreement more than fourteen (14) days after the Court
14 either imposes a sentence above the Rule 11(c)(1)(C) terms of this Plea Agreement
15 or indicates its intent to do so.

16 Defendant expressly waives Defendant's right to appeal any fine, term or
17 conditions of supervised release, or restitution order imposed by the Court.

18 Defendant expressly waives the right to file any post-conviction motion
19 attacking Defendant's conviction and sentence, including a motion pursuant to
20 28 U.S.C. § 2255, except one based on ineffective assistance of counsel arising
21 from information not now known by Defendant and which, in the exercise of due
22 diligence, Defendant could not know by the time the Court imposes sentence.

23 Nothing in this Plea Agreement shall preclude the United States from
24 opposing any post-conviction motion for a reduction of sentence or other attack
25 upon the conviction or sentence, including, but not limited to, writ of habeas
26 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

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1 20. Withdrawal or Vacatur of Defendant's Plea

2 Should Defendant successfully move to withdraw from this Plea Agreement
3 or should Defendant's conviction be set aside, vacated, reversed, or dismissed
4 under any circumstance, then:

- 5 a. The United States' obligations in this Plea Agreement shall be
6 null and void;
7 b. the United States may prosecute Defendant on all available
8 charges;
9 c. The United States may reinstate any counts that have been
10 dismissed, have been superseded by the filing of another
11 charging instrument, or were not charged because of this Plea
12 Agreement; and
13 d. the United States may file any new charges that would
14 otherwise be barred by this Plea Agreement.

15 The decision to pursue any or all of these options is solely in the discretion
16 of the United States Attorney's Office.

17 Defendant agrees to waive any objections, motions, and/or defenses
18 Defendant might have to the United States' decisions to seek, reinstate, or reinitiate
19 charges if a count of conviction is withdrawn, set aside, vacated, reversed, or
20 dismissed, including any claim that the United States has violated Double
21 Jeopardy.

22 Defendant agrees not to raise any objections based on the passage of time,
23 including but not limited to, alleged violations of any statutes of limitation or any
24 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth
25 Amendment.

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21. Integration Clause

The parties acknowledge that this document constitutes the entire Plea Agreement between the parties, and no other promises, agreements, or conditions exist between the parties concerning the resolution of the case.

This Plea Agreement is binding only on the United States Attorney's Office for the Eastern District of Washington, and cannot bind other federal, state, or local authorities.

The parties agree this Agreement cannot be modified except in a writing that is signed by both parties.

Approvals and Signatures

Agreed and submitted on behalf of the United States Attorney's Office for the Eastern District of Washington.

Vanessa R. Waldref
United States Attorney

Earl A. Hicks
Earl A. Hicks
Assistant United States Attorney

3/26/2024
Date

Michael J. Ellis
Michael J. Ellis
Assistant United States Attorney

3-26-2024
Date

I have read this Plea Agreement and I have carefully reviewed and discussed every part of this Plea Agreement with my attorney. I understand the terms of this Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and voluntarily. I have consulted with my attorney about my rights, I understand those rights, and I am satisfied with the representation of my attorney in this case. No other promises or inducements have been made to me, other than those contained

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1 in this Plea Agreement. No one has threatened or forced me in any way to enter
2 into this Plea Agreement. I agree to plead guilty because I am guilty.

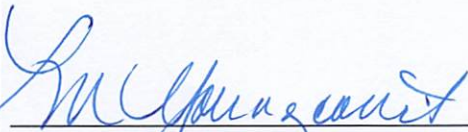
3
4 

5 Jaime Herrera
6 Defendant

3-26-24

Date

7 I have read the Plea Agreement and have discussed the contents of the
8 agreement with my client. The Plea Agreement accurately and completely sets
9 forth the entirety of the agreement between the parties. I concur in my client's
10 decision to plead guilty as set forth in the Plea Agreement. There is no legal reason
11 why the Court should not accept Defendant's guilty plea.

12
13 

14 Lorinda Youngcourt
15 Attorney for Defendant

3/26/2024

Date

16
17 

18 Paul E. Shelton
19 Attorney for Defendant

3/26/2024

Date